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4 BILL NO. S-⁷⁴⁻⁰¹~~73-12~~-17

5 SPECIAL ORDINANCE NO. S- 17-74

6 AN ORDINANCE approving contracts with
7 GENERAL ELECTRIC COMPANY, NATIONAL MILL
8 SUPPLY and ITE IMPERIAL CORPORATION for
9 Substation Equipment.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
11 FORT WAYNE, INDIANA:

12 SECTION 1. Certain contracts approved November 15,
13 1973, between the City of Fort Wayne, by and through its Mayor
14 and the Board of Public Works, and GENERAL ELECTRIC COMPANY,
15 NATIONAL MILL SUPPLY, INC. and ITE IMPERIAL CORP. for:

<u>General Electric Company</u> - P. O. # 2468	
2 Primary substation transformers	\$66,808.00
<u>National Mill Supply, Inc.</u> - P. O. # 2469	
7 Type 345G2500, 3 tank, oil circuit breakers.	94,230.00
<u>ITE Imperial Corp.</u> - P. O. 2470	
10 Vacuum Circuit Breakers	<u>44,820.00</u>
	\$205,858.00

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21 all as more particularly set forth on CITY UTILITIES PURCHASE
22 ORDER NOS. 2468, 2469 and 2470, which is by reference incorpor-
23 ated herein and made a part hereof, is hereby in all things
24 ratified, confirmed and approved.

25 SECTION 2. This Ordinance shall be in full force and
26 effect from and after its passage and approval by the Mayor.

27
28 
29 Councilman

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35 APPROVED AS TO FORM
AND LEGALITY,


CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City of Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 1974, at _____ o'clock P.M., E.S.T.

Date: 1-22-74

Charles W. Whitman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

AYES	<u>9</u>	NAYS	<u>0</u>	ABSTAINED	ABSENT	to-wit:
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NUCKOLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
TALARIGO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

DATE: 2-12-74

Charles W. Whitman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-17-74 on the 12th day of February, 1974.

ATTEST: (SEAL)

Charles W. Whitman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of February, 1974, at the hour of 4:00 o'clock A. M., E.S.T.

Charles W. Whitman
CITY CLERK

Approved and signed by me this 15th day of February, 1974, at the hour of 4:00 o'clock P. M., E.S.T.

Sam H. Burns
MAYOR

Bill No. S-74-01-17

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving contracts with GENERAL ELECTRIC COMPANY,
NATIONAL MILL SUPPLY and ITE IMPERIAL CORPORATION for
Substation Equipment.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance ad PASS.

Paul M. Burns - Chairman

James S. Stier - Vice-Chairman

Vivian G. Schmidt

Donald J. Schmidt

Eugene Kraus, Jr.

Paul M. Burns
James S. Stier
Vivian G. Schmidt
D.J. Schmidt

DATE 2-12-74 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

CITY OF FORT WAYNE CITY UTILITIES

DEPARTMENT OF PURCHASES
ROOM 950 CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

General Electric Co.
Rm. 1510, 300 Madison Ave
Toledo, Ohio 43604

ORIGINAL
PURCHASE ORDER NO.

2468

This number must appear on each package, packing slip, invoice, bill of lading, express receipt and correspondence.

DATE NOV. 15, 1973



APPROVED
Board of Public Works

Ronald L. Boman

[Signature]

SHIP TO —

Electrical Engineering
7th Flr., City-County Bldg.
One Main St., Ft. Wayne, Indiana

MAIL ALL INVOICES TO —
CITY UTILITIES

GENERAL ACCOUNTING
4th FLOOR CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING
CERTIFICATION AS REQUIRED BY
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.O. NO.	UNIT PRICE	TOTAL
	2	Primary substation transformers, oil filled and rated 0A/FA three phase, 60 cycle, 5000/6250/7000 KVA, 55/65° C rise, high voltage 34400 to a low voltage of 4360Y/2520. This unit is equipped with ANSI standard taps, standard impedance, and standard load tap changing equipment per GE handbook section 5545 page 7, rule 8. Units will have high voltage and low voltage cover bushings, 30 KV station class high voltage lightning arresters, and three high voltage and three low voltage relay accuracy bushing current transformers 33,404.00/ea. Delivery: 32 Weeks. This is per quotation 148-63526 dated Oct. 31, 1973 (Item I) and signed by Jerry S. Nesbitt, Sales Engineer, General Elect. Co. Send outline drawings, wiring diagrams and instruction books to City Utilities, Elect. Engr. Dept. 6th Flr., City-County Bldg. One Main St., Ft. Wayne, Indiana 46802 Attn: J.H. Hinman, Chief Electrical Engineer as soon as possible. Drawing approval not required.	50% 40640 50% 40641		66,808.00
		ATD/le			

ATTENTION!

Send all invoices to General Account
4th Floor, City-County Bldg.
1 E. Main St.
Fort Wayne, Indiana 46802
Show P. C. Number on Packing
and Invoice.

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE, OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

BY

[Signature]
CITY UTILITIES PURCHASING AGENT

CITY OF FORT WAYNE CITY UTILITIES

DEPARTMENT OF PURCHASES
ROOM 950 CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

National Mill Supply, Inc.
5501 Distribution Dr.
Ft. Wayne, Indiana

ORIGINAL
PURCHASE ORDER NO.

2469

This number must appear on each pack-
age, packing slip, invoice, bill of lading,
express receipt and correspondence.

DATE Nov. 15, 1973

RECEIVED
Board of Public Works

James D. Boswell
Ronald L. Brown

[Signature]

SHIP TO —

Electrical Engineering Dept.
7th Flr., City-County Bldg.
One Main St., Ft. Wayne, Indiana

MAIL ALL INVOICES TO —
CITY UTILITIES

GENERAL ACCOUNTING
4th FLOOR CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING
CERTIFICATION AS REQUIRED BY
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.B. NO.	UNIT PRICE	TOTAL
	7	Type 34562500, 3 tank, oil circuit breakers. This unit is for 34.5 kv operation and its current rating is rated 1200 amps, 2500 mva interrupting, having standard features and tests as listed in DB 33-252 which is included. One tank lifter required. (Per quotation of Nat'l Mill dated Nov. 5, 1973 and signed by C. Ludwig.)-Item #2 Send outline drawings, wiring diagrams and instruction books to City Utilities, Electrical Engr. Dept., One Main St., Ft. Wayne, Indiana Attn. J.H. Hinman. Ship oil at least three weeks before breaker delivery. Partial payment accepted. Ship whole or in part. Delivery 23 weeks	40607		94,230.00
		ATD/le			

ATTENTION!

Send all invoices to General Accounting
4th Floor, City-County Bldg.
1 E. Main St.
Fort Wayne, Indiana 46802
Show P. O. Number on Packing Slip
and Invoice.

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 3% CASH DISCOUNT WILL BE TAKEN

SUBJECT TO CONDITIONS ON REVERSE SIDE

BY

CITY UTILITIES PURCHASING AGENT

FORM U-25

DEPARTMENT OF PURCHASES
ROOM 950 CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

PURCHASE ORDER NO.

2410

This number must appear on each package, packing slip, invoice, bill of lading, express receipt and correspondence.

DATE Nov. 15, 1973

ITE Imperial Corp.
2001 East 52nd Street
Indianapolis, Indiana 46205

SHIP TO —

Light Construction
1701 S. Lafayette St.
Ft. Wayne, Indiana

MAIL ALL INVOICES TO —
CITY UTILITIES

GENERAL ACCOUNTING
4th FLOOR CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING
CERTIFICATION AS REQUIRED BY
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR VENDOR	UNIT PRICE	TOTAL
			50%	40640	
			50%	40641	
10		<p>Vacuum Circuit Breakers, ITE Type VBK-15-20 Vacuum circuit breaker rated 20,000 amp. interrupting rating symmetrical with a continuous current of 1200 amps. on all of them. Six bushing current transformers on each breaker with electrical requirements as requested. 6 CTs on 2 and 3 CTs on 8 each. Delivery 24 Weeks</p> <p>This is per Negotiation No. 5415-506346 dated Nov. 6, 1973 (Item C with alterations) and signed by T.J. Perkins, Field Application Engineer, ITE Imperial Corp. Send outline drawings, wiring diagrams and instruction books to City Utilities, Elect. Engr. Dept., One Main St., Ft. Wayne, Indiana 46802</p> <p>Attn: J.H. Hinman, Chief Electrical Engineer, as soon as possible, and drawing approval is not required.</p>			44,820.00
		<p>ATTENTION!</p> <p>Send all Invoices to General Accounting 4th Floor, City-County Bldg. 1 E. Main St. Fort Wayne, Indiana 46802</p> <p>Show P. O. Number on Packing Slip and Invoice.</p>			
		ATD/le			

ATTENTION!

Send all Invoices to General Accounting
4th Floor, City-County Bldg.
1 E. Main St.
Fort Wayne, Indiana 46302
Show P. O. Number on Packing Slip
and Invoice.

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

BY

CITY UTILITIES PURCHASING AGENT

EORW 11.50

CITY UTILITIES - FORT WAYNE, INDIANA
SUMMARY OF BIDS FOR-SUBSTATION EQUIPMENT

	WESTINGHOUSE National Mill	GENERAL ELECTRIC <i>P.O. # 2468</i>	ALLIS CHALMERS	ITE
(2 required) - 5000/6250/7000 kva Transformers	\$32,630.00 each 28 weeks Bare transformer	\$33,404.00 each 32 weeks Transformer with lightning arrestors value - \$1,200 and 6 bushing current transformers value - \$750	\$33,236.00 each 32 weeks Price includes separate mounted 3 - 250 kva regu- lators and trans- former is mfg. by others (probably Westinghouse)	No bid
(7 required) - 2,500,000 kva 1200 amp Oil Circuit Breakers - 34.5 kv <i>and 1 Tank lifter</i>	<i>P.O. # 2469</i> \$13,400.00 each 28 weeks Tank lifter (1 req.) \$430 (air operated)	\$14,200.00 each 26-28 weeks Tank lifter - \$200 (manual) (We have one)	No bid	\$12,150.00 each 56 weeks Base mounted breaker <u>Does not meet spec.</u>
(10 required) - 4/15 kv Circuit Breakers 1200 amp	\$4,950.00 each (<i>42 switches</i>) 15 weeks Vacuum switches 1200 amp - need two with 6 BCT's instead of 3 BCT's Total increase in cost about \$600	\$4,850.00 each (<i>42 switches</i>) 26 weeks Vacuum switches Has proper BCT's		\$44,820 total 24 weeks 8 - with 3 BCT's 2 - with 6 BCT's <i>P.O. # 2470</i>
alternate	\$4,950.00 each 22 weeks OCB 1200 amp BCT's - same as above Tank lifter - 1 req. \$135	\$4,500.00 each 26 weeks OCT Has proper BCT's Tank lifter - 1 req. \$120	\$4,300 each 34 weeks 6 Additional BCT's required. Total increase in cost \$690 Tank lifter - no charge	\$4,450.00 each 34 weeks Need tank lifter 1 req. - \$100

J. H. Hinman
Chief Electrical Engineer
Electrical Engineering Dept.
November 7, 1973

GENERAL ELECTRIC

GENERAL ELECTRIC COMPANY
POWER TRANSMISSION AND
DISTRIBUTION SALES DIVISION
GENERAL OFFICE: 345 PARK AVENUE
NEW YORK, N. Y. 10022

QUOTATION NO. 143-63526

Unless otherwise stated, this quotation (Form 13004, Rev.) expires 15 days from its date and may be modified or withdrawn by Seller prior to any acceptance. All communications should refer to the quotation number and be addressed to our office at:

Mr. Alexy Demetroff
Purchasing Department
City of Fort Wayne
City-County Bldg.
One Main Street
Fort Wayne, Indiana 46802

Room 1510
300 Madison Avenue
Toledo, Ohio 43604
October 31, 1973

Subject: Power Circuit Breakers and Medium Transformers for City of Fort Wayne Substations

Dear Alexy:

I am pleased to submit to the City the following quotation for your consideration for equipment for your substations.

ITEM #1

- 2 - Primary substation transformers, oil filled and rated 0A/FA three phase, 60 cycle, 5000/6250/7000 KVA, 55/65° C rise, high voltage 34400 to a low voltage of 4360Y/2520. This unit is equipped with ANSI standard taps, standard impedance, and standard load tap changing equipment per GE handbook section 5545 page 7, rule 8. Units will have high voltage and low voltage cover bushings, 30 KV station class high voltage lightning arresters, and three high voltage and three low voltage relay accuracy bushing current transformers.

NET PRICE EACH \$33,404.00
LOT NET PRICE (2 UNITS) \$66,808.00

Our present shipment estimate is thirty-two (32) weeks on the above transformers. However, the actual shipment will depend on the backlog existing at the time the order is received at our factory. The above shipping estimate is without drawing approval. If prints for approval are required, add six (6) weeks to the shipment estimate.

ITEM #2

- 10 - Type FKO-15.5-13000, 1200 amp (500 MVA) oil circuit breakers with a total of six type CR bushing current transformers.

NET PRICE EACH \$4,500.00

NOTICE: Sale of any products or services covered by this quotation is conditioned upon the terms contained herein (including those on the back of this letter). Any additional or different terms proposed by Buyer are objected to and will not be binding upon Seller unless specifically assented to in writing by Seller's authorized representative.

October 31, 1973

ITEM #2A

10 - Type VIB-15.5-20000, 1200 amp (500 MVA) vacuum breakers quoted as an alternate to Item #2 but also with a total of six type "BR" bushing current transformers.

NET PRICE EACH \$4,850.00

ITEM #3

7 - Type FK-38-36000, 1200 amp (2500 MVA) oil circuit breakers.

NET PRICE EACH \$14,200.00

ITEM #4

Price adder for (1) manual tank lifter for Item #2 is:

NET PRICE EACH \$120.00

ITEM #5

Price adder for (1) manual tank lifter for Item #3 is:

NET PRICE EACH \$200.00

Current estimated shipment on Items #2 thru #5 is twenty-six (26) to twenty-eight (28) weeks.

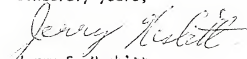
All the above items would be shipped f.o.b. point of shipment with normal freight allowed.

Payment terms are net cash thirty days from date of shipment.

Price adjustment clause 1H, attached, applies to this quotation.

If you should have any questions with regard to the above quotation, please do not hesitate to contact me.

Sincerely yours,


Jerry S. Nesbitt
Sales Engineer

attachment

JSN:blm

bcc: Mr. Jack Hinman
Engineering Department
City of Fort Wayne

*John,
original bid has
descriptive ballistics
on above items.
Garry*

NON-COLLUSION AFFIDAVIT

STATE OF Indiana)
)
Allen) SS:
COUNTY

By the submission of this bid the bidder certifies that the bid has been arrived at independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for bids.

The vendor further states that no person or persons of the City Utilities have or will receive directly or indirectly any rebate, fee, gift, commission or thing of value on account of such sale.

George S. Herbitt

Bidder or Agent

General Electric Co.
Firm or Corporation

Subscribed and sworn to before me this 5th day of Nov, 19 73

My Commission Expires

July 5, 1975

Janice Krygulek-Zarecki

JANICE M. ZARECKI
Notary Public, Allen County, Ohio
My Commission Expires July 5, 1975



ITE Imperial
CORPORATION

November 6, 1973

City of Port Wayne, Indiana
4th Floor, City-County Bldg.
1 E. Main Street
Port Wayne, Indiana 46802

Att: Mr. J. Hinman

Subject: Quotation for Electrical Equipment
On I-T-E Negotiation No. 5415-506346

All quotations and prices made on or for I-T-E Imperial Corporation's products are subject to the following terms and conditions imposed by that Corporation, which conditions are hereby reserved. Orders made thereon, or contracts resulting therefrom, are not binding until and unless accepted at Philadelphia, Pennsylvania, by the I-T-E Imperial Corporation and shall be subject to the provisions of Pennsylvania law applicable thereto. Stenographic and clerical errors are subject to correction. Quotations are void unless accepted within fifteen (15) days from date thereof, and in the meantime are subject to change upon notice. Orders which have been received, entered, and acknowledged are not subject to cancellation. Shipping dates are approximated as they are based upon prompt receipt of all

necessary information at the factory, together with approved drawings whenever required. In case of delay in furnishing complete information, dates of shipment may be extended for a reasonable time based on conditions at the factory. I-T-E Imperial Corporation shall not be liable for loss, damage, detention or delay resulting from causes beyond its control, or caused by fire, strike, civil or military authority, insurrection, or riot, embargoes, car shortages, wrecks or delays in transportation. Terms are subject to approved credit rating. If the financial condition of the purchaser at the time merchandise is ready for shipment does not justify the terms of payments specified, the purchaser may be called upon, before shipment, to arrange terms of payment satisfactory to the Corporation.

Dear Mr. Hinman:

We are pleased to submit the following quotation in response to your inquiry by telephone of October 25, 1973. Enclosed you will find two copies of the advertising material covering the equipment required. Below you will find the items listed by our identifying item letter described, priced, and delivery quoted on the separate items:

A - 7 - ITE oil circuit breakers, Type 34.5KSB2500-12, rated 38 KV, maximum voltage, 2500 MVA interrupting capacity, and 1200 amps. continuous. Each breaker shall be complete with 6 bushing transformers, a pneumatic type operating mechanism, with all accessories in accordance with the customer's specifications, and ITE catalog section 9.5.5. These are base mounted breakers. A manually operated lifting device is not required.

Net Selling Price Each - \$12,150.00

Shipment can be made within 56 weeks.

November 6, 1973

Page Two

- B - 10 - ITE oil circuit breakers, Type 14.4XS500-12, rated 15.5 KV maximum voltage 500 MVA interrupting capacity, and 1200 amp. continuous current. Each breaker shall be complete with 6 bushing current transformers, a spring operated type operating mechanism, and all other accessories in accordance with customer's specification, and ITE Catalog #9.5.5. A manually operating tanklifter on these breakers would cost an additional \$100 each.

Net Selling Price Each - \$4,450.00

Shipment within 34 weeks after receipt of the order.

- C - 10 - Vacuum circuit breakers, ITE Type VBK-15-20 vacuum circuit breaker rated 20,000 amp. interrupting rating symmetrical with a continuous current of ~~600 amps on 8 of these~~ and 1200 amps. ~~on 2 of them~~. Six bushing current transformers on each breaker with electrical requirements as requested.

Net Selling Price - Total \$44,420.00

Delivery within 24 weeks from receipt of the order at our factory.

- D - 2 - Substation structures exact duplications of your DuBois Substation, as described in Bill of Material 168-062 Rev. 1, and Dwg. 414-806.

Price Total - \$25,698.00 for 100% duplication

Add \$1,650.00 if not 100% duplication.
Delivery 18 to 20 weeks.

We have included with this bid our non-collusion affidavit covering all of this equipment, and also our escalation clause Form #2820, covering price escalation, if delivery is scheduled beyond one year from the date of this quotation, or in the case of the Item A above one year beyond the delivery date indicated.

I would like to point out two features on the equipment quoted on above, which may prove interesting.

November 6, 1973

Page Three

Featured on Item A is the base mounting, which we have discussed in the past, requiring much less over-all clearance, as well as esthetic advantages and height for removal of the bushings, but also it allows for safe inspection of the bushings during inclement weather by giving the operator a place inside to get out of the weather. The next feature I would like to discuss is Item C, our vacuum circuit breakers of the VEK design, which combine the safe interrupting meeting of the vacuum with our highly dependable and well tested K-Line operating mechanism.

All items are quoted F.O.B. factory with freight allowed to the job site. Terms are 30 days net cash with 1/2 of 1% penalty on the unpaid balance per month. ITE standard warranty covers for one year from date of shipment.

Prices are exclusive of any applicable sales, use, occupation, or other taxes, and will remain firm for shipments allowed within 12 months from date of order. Prices will be subject to escalation in accordance with ITE price adjustment clause Form #2820 mentioned earlier, after the stipulated firm price period. Escalation will be limited to a maximum of 1/2 of 1% per month.

Mr. Hinman, we greatly appreciate your giving us the opportunity to present our proposal on this equipment, and if you have any further questions, please give us a call. May we have your order?

Sincerely yours,

I-T-E IMPERIAL CORP.

T. J. Perkins
Field Application Engineer

TJP/t
att.

CC: Mr. A. Demetriff, Purchasing Agent
City of Fort Wayne, Indiana
City Utilities
Fort Wayne, Indiana

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
 MARION } SS:
 _____ COUNTY }

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

M. James Perkins

 T. JAMES PERKINS
 Bidder or Agent

For _____ I-T-E IMPERIAL CORP.
 Firm or Corporation

Subscribed and sworn to before me this 6 day of November, 1923
 My Commission Expires

1-17-25

May C. Hines



P.O. BOX 27020 • INDIANAPOLIS, INDIANA 46227/317-783-3253

INDIANAPOLIS SALES OFFICE

November 2, 1973

City of Fort Wayne, Indiana
City Utilities
City-County Building
Room 607
1 Main Street
Fort Wayne, Indiana 46802

Attention: Mr. J. Hinman

Subject: Our Proposals Nos. IP-1226 and IP-1227

Gentlemen:

In accordance with our discussion, we are attaching copies of our subject proposals covering transformer-regulator combinations and oil circuit breakers.

At the present time we are unable to offer a 2500 MVA, 34.5 KV, oil circuit breaker and therefore, ask to be excused from quoting on this item.

If you have any questions or desire additional information, please let us know.

Yours very truly,

ALLIS-CHALMERS

D. E. Stetler
Sales Representative

DES:mjp
enclosure:

Proposal

PROPOSAL NO. IP-1227DATE November 2, 1973To City of Forst Wayne, Indiana, City Utilities, City-County Bldg.

(Hereinafter called the Purchaser)

Address Room 607, 1 Main Street, Fort Wayne, Indiana 46802Attention Mr. J. Hinman

Purchaser's Reference _____

Allis-Chalmers Corporation (hereinafter called the Company) agrees to sell and deliver to the Purchaser and the Purchaser agrees to buy and accept from the Company, the product(s) described herein.

Product(s):

- Ten (10) - Allis-Chalmers' Type SDO-15-500, 15 KV, 500 MVA, 1200 amp, framemounted outdoor oil circuit breakers with stored-energy operator.
Three (3) bushing current transformers are also included at no charge.

Price -----\$4,300.00 Net Each

For additional bushing current transformers,
add \$345.00 per set of three (3).
A maximum of nine (9) BCT's can be provided.

- Two (2) - Windless type tank lifters.

Price -----No charge when ordered with above breakers.

If more than two (2) tank lifters are required,
add \$120.00 net each for additional ones.

Proposal

PROPOSAL NO. IP-1227DATE November 2, 1973

Price:

See page #1 of proposal

Total Dollars (\$ _____)

Taxes: None included

Any applicable Duties or Sales, Use, Excise or similar taxes will be added to the price and invoiced separately (unless acceptable exemption certificate is furnished).

Price Policy Clause: Firm for one (1) year

Terms of Payment: Net cash thirty (30) days

Unless other terms are specified, all payments shall be in United States dollars, and pro rata payments shall become due as deliveries are made. If delivery is delayed by Purchaser, date of readiness for delivery shall be deemed to be date of delivery for payment purposes. If manufacture is delayed by Purchaser, a payment shall be made based on purchase price and percentage of completion, balance payable in accordance with the terms as stated.

If payments are not made in conformance with the terms stated herein, the contract price shall, without prejudice to Company's right to immediate payment, be increased by 1% per month on the unpaid balance, but not to exceed the maximum amount permitted by law.

If at any time in Company's judgment Purchaser may be or may become unable or unwilling to meet the terms specified, Company may require satisfactory assurances or full or partial payment as a condition to commencing or continuing manufacture or in advance of shipment, or, if shipment has been made recover the product(s) from the carrier.

Shipping Date: 34 weeks after receipt of order

The shipping date quoted is based upon conditions at the factory on the date of this Proposal.

Delivery Terms: F.O.B. Factory, no freight allowed

This Proposal will remain in effect for30..... days, unless changed in the interim upon written notice from the Company. It shall become a Contract of purchase and sale when accepted by Purchaser.

Please return one signed copy of this Proposal, or your Purchase Order referenced to this Proposal number and date, and any documents and related correspondence to the Allis-Chalmers office at:

D. E. Stetler:mjp

P. O. Box 27020

Indianapolis, Indiana 46227

(See reverse side)

Page 2 of 2 Pages



Proposal

WARRANTY — Company warrants title to the product(s) and also warrants the product(s) on date of delivery to purchaser to be of the kind and quality described herein, merchantable, and free of defects in workmanship and material.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS CONTRACT. If within one year from date of initial operation, but not more than eighteen months from date of shipment by Company of any item of the product(s), Purchaser discovers that such item was not as warranted and promptly notifies Company in writing thereof, Company shall remedy such non-conformance by, at Company's option, adjustment or repair or replacement of the item and any affected part of the product(s). Purchaser shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. The same obligations and conditions shall extend to replacement parts furnished by Company hereunder. Company shall have the right of disposal of parts replaced by it.

Company's liability to Purchaser relating to the product(s) whether in contract or in tort arising out of warranties, representations, instructions, installations, or defects from any cause, shall be limited exclusively to correcting the product(s) and under the conditions as aforesaid.

Any separately listed item of the product(s) which is not manufactured by the Company shall be covered only by the express warranty of the manufacturer thereof.

PATENTS — Company shall pay costs and damages finally awarded in any suit against Purchaser or its vendees to the extent based upon a finding that the design or construction of the product(s) as furnished infringes a United States patent (except infringement occurring as a result of incorporating a design or modification at Purchaser's request) provided that Purchaser promptly notifies Company of any charge of such infringement, and Company is given the right at its expense to settle such charge and to defend or control the defense of any suit based upon such charge. This paragraph sets forth Company's exclusive liability with respect to patents.

DELAYS — If Company suffers delay in performance due to any cause beyond its control, such as act of God, war, act of government, act or omission of Purchaser, fire, flood, strike or labor trouble, sabotage, delay in obtaining from others suitable services, materials, components, equipment or transportation, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Company will give to Purchaser notice in writing within a reasonable time after Company becomes aware of any such delay.

DELIVERY — Timely delivery at the designated point is contingent upon Purchaser's supplying to Company, when needed, all required technical information, including drawing approval, and all required commercial documentation. Company may make partial shipments. Company shall select method of transportation and route, unless terms are f.o.b. point of shipment without freight allowed and purchaser specifies the method and route. When delivery terms are f.o.b. destination or freight allowed to destination, "destination" means common carrier delivery point (within the continental

United States, excluding Alaska and Hawaii), nearest the final destination. For shipments outside the United States Company shall arrange for inland shipment to port of exit and shall cooperate with Purchaser's agents in making necessary arrangements for overseas shipment and preparing necessary shipping documents.

STORAGE — Any item of the product(s) on which manufacture or delivery is delayed by causes within Purchaser's control or causes which affect Purchaser's ability to receive the product(s) may be placed in storage by Company for Purchaser's account and risk.

TITLE AND INSURANCE — Title to the product(s) and risk of loss or damage shall pass to Purchaser upon tender of delivery, except that a security interest in the product(s) or any replacement shall remain in Company, regardless of mode of attachment to realty or other property, until the full price has been paid in cash. Purchaser agrees to do all acts necessary to perfect and maintain said security interest, and to protect Company's interest by adequately insuring the product(s) against loss or damage from any external cause with Company named as insured or co-insured.

SPECIAL SHIPPING DEVICES — The value of each special shipping device (oil barrel, reel, tarpaulin, cradle, crib and the like) used by Company to contain or protect the product(s) in shipment will be invoiced to Purchaser as a separately stated addition to the contract price. If the Company's Proposal or quotation or other contract documents stipulate the return of any such device, it shall be returned by the Purchaser in good condition for credit, f.o.b. Purchaser's plant, freight collect, within thirty (30) days after receipt by Purchaser.

Return of any such device as to which there is no stipulation but which has been separately invoiced is at the option of Purchaser. If returned promptly in usable condition, f.o.b. destination, freight prepaid, Company will grant Purchaser a credit in the invoiced amount (except oil barrels, as to which arrangements for return and refund must be made by the Purchaser with the refiner).

The foregoing provisions as to special shipping devices shall not apply to any such device shipped outside the continental United States and Canada.

GENERAL — Company shall not in any event be liable for indirect, special, incidental, or consequential damages, or penalties, nor does it assume any liability of Purchaser or others for injury to persons or property.

Company will comply with all laws applicable to Company. Installation, erection or servicing of the product(s) by Company, if specified or requested by Purchaser, shall be governed by the terms and conditions of service on Company's Form 5990 (domestic) or 8987 (export), whichever is applicable.

If the final destination of the product(s) is to be outside the United States, the laws of the State of Wisconsin shall govern the validity, interpretation and enforcement of this contract.

This document and the other documents specifically referred to as being a part hereof, constitute the entire contract on the subject matter, and it shall not be modified except in writing signed by both parties. Assignment may be made only with written consent of the other party.

PURCHASER'S ACCEPTANCE

The foregoing Proposal is hereby accepted

(Name of Purchaser)

ALLIS-CHALMERS CORPORATION

By _____

By W. E. Smith

Title _____

Proposal



PROPOSAL NO. IP-1226

DATE November 2, 1973

To City of Fort Wayne, Indiana, City Utilities, City-County Building,
 (Hereinafter called the Purchaser)
 Address Room 607, 1 Main Street, Fort Wayne, Indiana 46802
 Attention Mr. J. Hinman Purchaser's Reference _____

Allis-Chalmers Corporation (hereinafter called the Company) agrees to sell and deliver to the Purchaser and the Purchaser agrees to buy and accept from the Company, the product(s) described herein.

Product(s): We are pleased to quote the following substation equipment in accordance with your request of October 23, 1973:

One or more - Transformer-Regulator Combination consisting of

One (1) -- 5000/6250 KVA, OA/FA, 55°C rise, rated 34.5 KV Delta with no load taps at 36200, 35300, 33500, and 32600 to 2400 4160V. Transformer will be equipped with standard accessories and will include 3 - high voltage station class lightning arresters. Transformer will be Westinghouse or approved equal.

Three (3) - Allis-Chalmers JFR regulators rated 250 KVA, 2500 volt, 1000 amps with +10% regulation. These regulators are capable of carrying the maximum rated loading of the transformer.

Price for One (1) transformer-regulator combination as outlined above -----\$33,236.00 net total

Price for Two (2) transformer-regulator combinations as outlined above -----\$66,472.00 net total

NOTE:

1. The prices given above include only the transformer and regulators as indicated. By-pass switches, provisions for their mounting, steel, or associated equipment is not included. A price for furnishing such switches can be provided if so desired.
2. Sub-bases for the regulators can be provided at no charge if requested.

Proposal

PROPOSAL NO. IP-1226DATE November 2, 1973

Price:

See page #1 of proposal

Total Dollars (\$ _____)

Taxes: None Included

Any applicable Duties or Sales, Use, Excise or similar taxes will be added to the price and invoiced separately (unless acceptable exemption certificate is furnished).

Price Policy Clause: Firm for one (1) year

Terms of Payment: Net cash thirty (30) days

Unless other terms are specified, all payments shall be in United States dollars, and pro rata payments shall become due as deliveries are made. If delivery is delayed by Purchaser, date of readiness for delivery shall be deemed to be date of delivery for payment purposes. If manufacture is delayed by Purchaser, a payment shall be made based on purchase price and percentage of completion, balance payable in accordance with the terms as stated.

If payments are not made in conformance with the terms stated herein, the contract price shall, without prejudice to Company's right to immediate payment, be increased by 1% per month on the unpaid balance, but not to exceed the maximum amount permitted by law.

If at any time in Company's judgment Purchaser may be or may become unable or unwilling to meet the terms specified, Company may require satisfactory assurances or full or partial payment as a condition to commencing or continuing manufacture or in advance of shipment, or, if shipment has been made recover the product(s) from the carrier.

Shipping Date: Transformer - 34 weeks after receipt of order
Regulator - 12 weeks after receipt of order

The shipping date quoted is based upon conditions at the factory on the date of this Proposal.

Delivery Terms: F.O.B. Factory, freight allowed.

This Proposal will remain in effect for30..... days, unless changed in the interim upon written notice from the Company. It shall become a Contract of purchase and sale when accepted by Purchaser.

Please return one signed copy of this Proposal, or your Purchase Order referenced to this Proposal number and date, and any documents and related correspondence to the Allis-Chalmers office at:

D. E. Stetler:mjp

P. O. Box 27020
Indianapolis, Indiana 46227



Proposal

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THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS CONTRACT.

If within one year from date of initial operation, but not more than eighteen months from date of shipment by Company of any item of the product(s), Purchaser discovers that such item was not as warranted and promptly notifies Company in writing thereof, Company shall remedy such non-conformance by, at Company's option, adjustment or repair or replacement of the item and any affected part of the product(s). Purchaser shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. The same obligations and conditions shall extend to replacement parts furnished by Company hereunder. Company shall have the right of disposal of parts replaced by it.

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SPECIAL SHIPPING DEVICES — The value of each special shipping device (oil barrel, reel, tarpaulin, cradle, crib and the like) used by Company to contain or protect the product(s) in shipment will be invoiced to Purchaser as a separately stated addition to the contract price. If the Company's Proposal or quotation or other contract documents stipulate the return of any such device, it shall be returned by the Purchaser in good condition for credit, f.o.b. Purchaser's plant, freight collect, within thirty (30) days after receipt by Purchaser.

Return of any such device as to which there is no stipulation but which has been separately invoiced is at the option of Purchaser. If returned promptly in usable condition, f.o.b. destination, freight prepaid, Company will grant Purchaser a credit in the invoiced amount (except oil barrels, as to which arrangements for return and refund must be made by the Purchaser with the refiner).

The foregoing provisions as to special shipping devices shall not apply to any such device shipped outside the continental United States and Canada.

GENERAL — Company shall not in any event be liable for indirect, special, incidental, or consequential damages, or penalties, nor does it assume any liability of Purchaser or others for injury to persons or property.

Company will comply with all laws applicable to Company's installation, erection or servicing of the product(s) by Company, if specified or requested by Purchaser, shall be governed by the terms and conditions of service on Company's Form 5990 (domestic) or 8937 (export), whichever is applicable.

If the final destination of the product(s) is to be outside the United States, the laws of the State of Wisconsin shall govern the validity, interpretation and enforcement of this contract.

This document and the other documents specifically referred to as being a part hereof, constitute the entire contract on the subject matter, and it shall not be modified except in writing signed by both parties. Assignment may be made only with written consent of the other party.

PURCHASER'S ACCEPTANCE

The foregoing Proposal is hereby accepted.

ALLIS-CHALMERS CORPORATION

(Name of Purchaser)

By _____

By _____

Title _____

D. E. Stettin

NATIONAL MILL SUPPLY, INC.



WHOLESALE
DISTRIBUTORS

FOUNDED 1924

5501 DISTRIBUTION DRIVE • FORT WAYNE, INDIANA 46808

PHONE 484-0575

November 5, 1973

City Utilities
City of Fort Wayne
Fort Wayne, Indiana

Attention of: Mr. Jack Hinman, Chief Electrical Engineer

Dear Mr. Hinman:

We are herewith pleased to submit our quotation on transformers and circuit breakers as detailed below and proposal NINU-1060 submitted to you by Mr. Tom Szabo, Electrical Engineer of Westinghouse Electric Corporation.

We quote as follows:

ITEM #1:

- 2 - 5000/6250 KVA, OA/FA, 55 deg. C rise, Substation transformers, High voltage 34.5 KV delta connected with standard ANSI taps above and below normal to a low voltage of 4160Y/2400 complete with \pm 10% reduced capacity load tap changing.

This unit will be built with our standard features and tests as listed in Price List 48-420 and Descriptive Bulletin 48-151 which are enclosed in attached proposal booklet.

Price: \$32,630⁰⁰ NET EACH

Delivery: 28 weeks without drawing approval and 39 with drawing approval subject to prior sale.

This unit will be designed to have a standard impedance of 6.5% and will have 9200 watts no load losses & 44,000 watts total losses.

This unit will be shipped f.o.b. Sharon, Pa, Freight allowed.

ITEM #1A:

- 2 5000/6250 KVA, OA/FA, 55 deg. C rise, otherwise the same as Item 1 except to be without load tap changing and to have standard features and tests as listed in PL 48-120 and DB 48-150.

Price: \$18400⁰⁰ NET EACH

Delivery: 30 weeks after receipt of order with complete information without drawing approval and 44 weeks with drawing approval.

This unit will be designed to have a standard impedance of 6% and will have a no load loss of 8500 watts and a total loss of 42,500 watts.

This item will be shipped f.o.b. South Boston, VA, Freight allowed.

ITEM #2:

1 to 7 -

Type 345G2500, 3 tank, oil circuit breaker.

This unit is for 34.5 KV operation and its current rating is rated 1200 amps, 2500 MVA interrupting, having standard features and tests as listed in DB 33-252 which is included.

Price: 1 UNIT - \$137600⁰⁰ NET EACH
2-TO-4 - \$13600⁰⁰ " "
5 OR MORE - \$13400⁰⁰ " "

If a tank lifter is required, add \$430.00 net each user.

Delivery: 28 weeks after receipt of complete information without drawing approval and 37 weeks with drawing approval.

These items are delivered f.o.b. Trafford, Pa, Freight allowed

ITEM #2A:

1 to 7

Type 345GS1500 oil circuit breaker, single tank, rated 1200 amps and 1500 MVA interrupting for 34.5 KV operation and to have standard features and tests as listed in DB 33-255, which is included.

Price: 1 UNIT - \$83720⁰⁰ NET EACH
2-TO-4 UNITS - \$82500⁰⁰ " " 5 OR MORE - \$81000⁰⁰ NET EACH

If a tank lifter is required, please add \$430.00 net each user.

Delivery: 23 weeks after receipt of complete information without drawing approval and 37 weeks with.

This item is shipped f.o.b. Trafford, Pa, Freight allowed.

ITEM #3:

- 2 - 15 KV type R vacuum circuit breakers, rated 1200 amps and to have standard features and accessories as listed in Instruction Literature IB 38-931-1 and Drawings 898A724 and 3866A41 which are attached.

Price: ~~\$4450.00~~ NET EACH

Delivery: 15 weeks without drawing approval and 22 weeks with drawing approval.

These items are delivered f.o.b. Bloomington, Ind. Freight Allowed.

ITEM #3A:

- 2 - 15 KV type 144GC500, 1200 amp, 500 MVA interrupting, oil circuit breakers, as described in Descriptive Bulletin 33-251 which is included.

Price: ~~\$4950.00~~ NET EACH

If tank lifter is required, please add \$135.00 net each

Delivery: 22 weeks after receipt of order without drawing approval and 26 weeks if drawing approval is required.

This item is delivered f.o.b. Trafford, Pa, Freight allowed.

ITEM #4:

- 8 - 15 KV, Type R, 600 amp vacuum circuit breakers as described in Instruction Leaflet IB-38-931-1 and Drawings 898A724 and 3866A41, which are included.

1 UNIT - ~~\$4525.00~~ NET EACH
Price: 2 TO 4 UNITS ~~\$4525.00~~ " "
5 OR MORE ~~\$4450.00~~ " "

Delivery: 15 weeks without drawing approval and 20 weeks with.

These items are delivered f.o.b. Bloomington, Ind, Freight Allowed

ITEM #4A:

- 3 - Type 144GC250, 600 amp, 250 MVA interrupting, oil circuit breakers, as described in Descriptive Bulletin 33-251, which is included.

1 UNIT - ~~\$4525.00~~ NET EACH. 5 OR MORE ~~\$4450.00~~ NET EACH.
Price: 2 TO 4 UNITS ~~\$4525.00~~ NET " "
If a tank lifter is required, please add \$135.00 net each

Delivery: 22 weeks after receipt of order without drawing approval and 26 weeks if drawing approval is required.

These items are delivered f.o.b. Trafford, Pa, freight allowed.

City Utilities

page 4

We are enclosing a standard non-collusion affidavit properly executed.

If any further information is required, please contact the writer.

Yours very truly,

A handwritten signature in cursive script, appearing to read "C Ludwig".

NATIONAL MILL SUPPLY, INC.,
Electrical Department.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
)
) SS:
ALLEN COUNTY)

By the submission of this bid the bidder certifies that the bid has been arrived at independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for bids.

The vendor further states that no person or persons of the City Utilities have or will receive directly or indirectly any rebate, fee, gift, commission or thing of value on account of such sale.

NATIONAL MILL SUPPLY, INC.
Arthur M. Miller
Bidder or Agent

Firm or Corporation
ASST. SECRETARY.

Subscribed and sworn to before me this 5th day of November 19 73

My Commission Expires

My Commission Expires Oct. 11, 1973

Julia Jane Smith

City Utilities
Bo. of Public Works
14-01-
8-13-17

TITLE OF ORDINANCE City Utilities Purchase Orders #2468, 2469, 2470

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Request approval of purchase of equipment for substation

as follows:

P.O. #2468 - General Electric Company - 2 transformers \$ 66,808.00

P.O. #2469 - National Mill Supply, Inc - 7 circuit breakers 94,230.00

P.O. #2470 - ITE Imperial Corp. - 10 vacuum circuit breakers 44,820.00

TOTAL \$205,858.00

P.O. #2468 - Other bids were not accepted because they did not include lighting arrestors nor bushing valued at \$1,950.00.

P.O. #2469 - The bid of ITE did not meet specifications.

(Bid tabulation attached)

EFFECT OF PASSAGE Equipment for the construction of two new substations.

EFFECT OF NON-PASSAGE No equipment for the two new substations.

MONEY INVOLVED (Direct Costs, Expenditures, Savings)

Total Cost to City Utilities: \$205,858.00

ASSIGNED TO COMMITTEE (J.N.)